

**Original for Execution  
November 29, 2007**

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**AGREEMENT**

**Between**

**BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL**

**FACILITY OFFICERS AND RECORDS SPECIALIST**

**POLICE OFFICERS LABOR COUNCIL (POLC)**

**and**

**BAY COUNTY SHERIFF**

**AND**

**BAY COUNTY**

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**JANUARY 1, 2006 - DECEMBER 31, 2008**

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**ARTICLE I**  
**AGREEMENT**

THIS AGREEMENT, entered into between the COUNTY OF BAY, a municipal corporation, and the BAY COUNTY SHERIFF (together hereinafter referred to as the "Employer" or the "County"), and BAY COUNTY SHERIFF'S DEPARTMENT CORRECTIONAL FACILITY OFFICERS AND RECORDS SPECIALISTS, POLICE OFFICERS LABOR COUNCIL (POLC), (hereinafter referred to as the "Union").

**ARTICLE II**  
**PURPOSE AND INTENT**

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The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the COUNTY OF BAY in its capacity as an Employer, its employees, the Union, and the citizens of the County of Bay, Michigan.

**ARTICLE III**  
**RECOGNITION**

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The Employer recognizes the POLC, as the sole and exclusive bargaining agent permitted and required by Act 336 of the Public Acts of 1947, as amended, for all employees certified by the Michigan Employment Relations Commission as of November 20, 1987:

All full-time and part-time Correctional Facility Officers and  
Records Specialist, excluding elected officials and all other  
employees.

The County and the Employer agree to negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment, and other such items required by Act 336 of the Public Acts of 1947, as amended.

**ARTICLE IV**  
**REPRESENTATION**

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**4.1** - The Union shall be represented in all negotiations by a Bargaining Committee of the Union and/or a representative from the POLC.

**4.2** - On-duty officers who are members of the Bargaining Committee shall be permitted to process grievances during working hours without loss of pay or benefits provided the member(s) of the Bargaining Committee obtain approval from the Sheriff or his/her designee prior to processing any grievance. Such approval shall not be unreasonably withheld.

**4.3** - The Employer and Union shall be limited to no more than four (4) members each at any bargaining session, with the understanding that each side may be represented by counsel or may call persons to appear for the purpose of giving pertinent testimony. It is understood, however, that no more than two (2) members of the Union shall be on duty at any bargaining session.

**4.4** - All employees shall have the right to be represented by the Union and/or President or his/her appointed representative at all disciplinary conferences or procedures. Written notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his/her personnel file.

#### **ARTICLE V** **UNION SECURITY AND DUES CHECKOFF**

**5.1** - The County will deduct, upon signed authorization by individual employees, all initiation fees, dues, and assessments as certified by the Union, and forward same to the Union's authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

**5.2** - The County will only deduct appropriate amounts from those employees on the payroll for any particular month.

**5.3** - All checkoff authorization forms shall be filed with the Personnel Department, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

**5.4** - The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

**5.5** - The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Department within thirty (30) days after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

**5.6** - The Union shall provide at least thirty (30) days' written notice to the Personnel Department of the amount of the Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Department at least thirty (30) days prior to its implementation.

**5.7** - The County will notify the Union of any employees for whom no deduction was made in a given payroll period.

**5.8 - HOLD HARMLESS AND INDEMNIFICATION**

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this contract or the termination of an employee as provided under this contract. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

**ARTICLE VI**  
**NO STRIKE CLAUSE**

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The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined by the Sheriff up to and including discharge.

**ARTICLE VII**  
**UNION MEMBERSHIP - AGENCY SHOP**

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**7.1** - All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the County, whichever is latter, become members; or, in the alternative, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of his/her date of hire by the County, whichever is latter, as a condition of employment, pay to the Union the initiation or records maintenance fee and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the County who are members. The records maintenance fee shall be the equivalent of the initiation fee.

**7.2** - The Employer and County agree that upon receiving a signed statement from the Union indicating that the employee has failed to comply with 7.1 above, said employee shall be dismissed within ten (10) days after notice to the employee unless such condition has been rectified within said ten-day period.

**7.3** - An employee who shall tender or authorize the deduction of initiation or records maintenance fee and membership dues or service fees uniformly required shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues or fees.

**7.4** - The Employer shall be notified in writing by the Union of any employee who is thirty (30) days in arrears in payment of the initiation or records maintenance fee and/or membership dues or fees.

**7.5** - Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues and initiation fee or records maintenance fee and service fees.

**7.6** - If any provision of the Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

**ARTICLE VIII**  
**CHECK-OFF, PAYROLL DEDUCTION OF DUES, AND SERVICE FEES**

**8.1** - The Employer agrees to deduct from the wages of any bargaining unit employee all Union membership dues, initiation fees, and service fees, uniformly required, as provided in a written authorization in accordance with the standard form furnished by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction and initiation fees and service fees shall remain in full force and effect during the term of agreement or until termination of employment. The employment termination notice must be given to the Personnel Director or Director of Management and Budget and to the Union. The Director of Management and Budget shall thereafter cease withholding any monies whatsoever under such assignments.

**8.2** - While the Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them, the Employer agrees to turn money over to the Union as soon as possible. The County or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the County and its officers and employees shall be released from all liability to the employees and to the Union under such assignments.

**8.3** - Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting and specifying such amount of Union's dues and/or initiation fees together with a copy of such authorization from the Union.

**8.4** - Each remittance shall be accompanied by a list, setting forth the names of those from whom the amount of dues and initiation fees were deducted; said list to be furnished to the Union, and shall also include all new hires and separations from the bargaining unit.

**8.5** - If any provision of this Article is invalid under state or federal law, such provision shall be modified to comply with the requirements of the law and/or shall be renegotiated for the purpose of adequate replacement.

**ARTICLE IX**  
**UNION BUSINESS**

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**9.1 - UNION LEAVE OF ABSENCE**

A member of the Union called upon to perform services on behalf of the Union shall be granted leaves while on bona-fide Union business. Such leave shall be requested by the Union in writing, and it shall be subject to the approval of the Sheriff. Such leave shall be without pay and shall not exceed five (5) days per unit year.

**9.2 - BULLETIN BOARD**

A suitable bulletin board shall be furnished by the Employer in a convenient place to be used to post Union notices and results of Union elections. The Employer reserves the right to remove any materials not conforming to the above or any material which is derogatory. Materials may be removed by the Employer after thirty (30) days. All materials shall be dated.

**9.3** - The Union may schedule and conduct its meetings on Sheriff Department property provided:

- (1) Union gives written notice to the Sheriff at least twenty-four (24) hours prior to any meeting;
- (2) It does not disrupt the duties of the employees or the efficient operation of the Department;
- (3) The County incurs no additional cost for said meeting.

**9.4** - All records, reports, and other official information which the Employer is relying upon to substantiate a pending grievance shall be made available for inspection by the Union upon demand by the Union.

**9.5 - MEETINGS WITH BARGAINING COMMITTEE**

The Employer agrees to meet, upon request, with the Bargaining Committee at a mutually convenient time, to discuss pending grievances and procedures for avoiding further grievances. The Committee may also discuss with the Employer other issues which would improve the relationship between the parties, but discussions shall not be used for continuing contract negotiations.

**ARTICLE X**  
**DISCIPLINARY PROCEDURE**

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**10.1** - No member shall be summoned before a superior officer for the purpose of disciplinary action without having a Union representative present, unless the employee waives this right in writing or unless immediate disciplinary action is warranted and a Union Representative is not available.

**10.2** - In the event the Union concludes that a member has been unjustly punished or dismissed by the Employer, it may, within five (5) calendar days after receipt of the written judgment of the Employer, appeal such judgment to the Grievance Procedure at the Step (2) Sheriff's level.

**10.3** - The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased.

**10.4** - No non-probationary employee shall be discharged or otherwise disciplined except for just cause. The claim of any non-probationary employee that he/she has been unjustly discharged or otherwise disciplined may be processed as a grievance.

**10.5** - No disciplinary action shall be commenced after thirty (30) calendar days of the alleged violation by an employee or thirty (30) days of the Sheriff or Undersheriff becoming aware of the alleged violation unless the employee is notified within that thirty (30) days of the pending investigation or unless notification would interfere with the investigation.

**10.6** - Any employee may refuse to take a polygraph or lie detector examination.

**10.7** - The Union and Employer agree that disciplinary actions are confidential and the parties agree to maintain the confidentiality of any disciplinary action, whenever possible. This section shall be construed in conjunction with Section 33.7.

## **ARTICLE XI** **GRIEVANCE PROCEDURE**

**11.1** - The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the BAY COUNTY SHERIFF DEPARTMENT. The parties seek to secure at the earliest level possible equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

**11.2** - For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement.

**11.3** - The following procedure is to be observed in the settlement of grievances:

**Step 1:** Any employee having a grievance shall, within seven (7) days after the occurrence of the circumstances giving rise to the grievance or seven (7) days from the date when the employee should reasonably have known of the occurrence, be reduced to written form setting forth the facts giving rise to the

grievance, the Section(s) of the contract which have allegedly been violated and the remedy desired; and the grievance shall be submitted to the division commander. The division commander shall, within five (5) days, return his answer in writing. Any grievance not taken up within this time limit shall not be considered.

**Step 2:** Failing to resolve the grievance in Step 1, the Union's representative may, within five (5) days of receipt of the division commander's position, take the matter up with the Sheriff or his/her designated representative, who shall within five (5) days of receipt of the grievance return his/her answer in writing.

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**Step 3:** Failing to resolve the grievance in Step 2, the Union may, within eight (8) days of receipt of the Sheriff's disposition, take the matter up with the County Executive or his/her designated representative who shall, within twenty (20) days of receipt of the grievance, return his/her answer in writing.

**Step 4:** Failing to resolve the grievance in Step 3, the Union may, within ten (10) days of receipt of the County Executive's disposition, submit the grievance for mediation with the Michigan Department of Labor, Mediation Section or the Union may waive this step and proceed to Step 5 within said ten (10) days.

**Step 5:** If either party is unsatisfied with the answer given in Step 4, or if Step 4 is waived either party may within twenty (20) days of receipt of the answer in Step 4 submit the grievance for arbitration to the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission or the American Arbitration Association. The arbitrator shall be selected in accordance with the then applicable rules of the agency selected.

**11.4** - Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County and Union.

**11.5** - Grievance shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed.

**11.6** - Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure; or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

**11.7** - The cost of the arbitrator shall be shared by both parties equally. All other costs of arbitration shall be borne by the party incurring said costs.

**11.8 - ARBITRATOR'S POWERS**

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. The arbitration award shall be final and binding on the Employer, the Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or has arrived at an award fraudulently or by improper means.

**11.9 - ELECTION OF REMEDIES**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**11.10** - Days as used throughout this Article XI shall exclude Saturdays, Sundays and holidays.

**ARTICLE XII**  
**SENIORITY**

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**12.1** - Seniority of a new employee shall be commenced after the employee has completed his probation period of two hundred sixty (260) work days and shall be retroactive to the date of employment. Seniority of employees hired on the same date shall be determined alphabetically according to the employee's last name at the time of hire. If necessary, first and then middle names will also be used. The two hundred sixty (260) work days probationary period may be extended for sixty (60) work days by mutual agreement between the Union and the Sheriff. An employee's absence from work for any of the two hundred sixty (260) work days shall have his/her probationary period extended until he/she works the two hundred sixty (260) work days.

**12.2** - Any employee hired on or after July 1, 1982, shall acquire seniority only as a correctional facility officer or records specialist.

- (1) Any employee hired on or after July 1, 1982, shall be advised at the time of hire that he/she is being hired as a correctional facility officer and that he/she will accrue seniority only in the capacity in which he/she was hired.
- (2) Nothing herein will or is intended to prevent the Employer from temporarily assigning any employee, including those hired on or after July 1, 1982, to work in another classification.

**12.3** - An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- (1) He/she resigns or retires.
- (2) He/she is dismissed for just cause and that dismissal is not reversed through the grievance procedure.
- (3) He/she is absent for two (2) consecutive working days without notifying the officer in charge unless such notification is beyond the control of the employee. In proper cases, exceptions may be made by the Sheriff. After such absence, the Sheriff agrees to send written notification by certified mail, return receipt requested, to the employee at his/her last known address, with a copy to the President of the Union, that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) He/she is convicted or pleads guilty or no contest to a felony. Nothing shall preclude the Sheriff from taking appropriate disciplinary action if an employee is guilty or pleads guilty or no contest to a misdemeanor.
- (5) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years whichever is less.
- (6) Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Sheriff may require verification of the circumstances.
- (7) Starting December 11, 1990, he/she intentionally falsifies his/her employment application record.
- (8) Failure to return to work from layoff as set forth in the recall procedure.

**12.4** - A seniority list shall be furnished to the Union by the Employer each year in January.

**12.5** - If a member of this bargaining unit is promoted to a position above the rank of sergeant, he/she shall continue to acquire departmental seniority for layoff purposes only. In the event of demotion to a rank within the bargaining unit, said demoted employee shall have such seniority as he/she had at the time he/she left this bargaining unit.

**12.6** - CFO Sergeants shall have separate seniority lists for the purpose of vacations and shift preference.

### **ARTICLE XIII** **JOB VACANCIES AND JOB ASSIGNMENTS**

**13.1** - Job vacancies, and certain newly created positions shall be filled upon the basis of seniority, previous job performance, written examination and relevant specialized education. Whenever a seniority employee applies for a vacancy in higher paying classification for which a written examination and oral interview are required, said employee shall be entitled to receive seniority points in accordance with paragraph 17.6 of this Agreement. The vacancy shall be awarded to the applicant scoring the highest points. By the insertion of court officer position, neither party is waiving its right to claim that such a position or function should or should not be performed by bargaining unit members. Notwithstanding any contrary provision in this Agreement, Court Officer and Court Security Officer assignments shall be filled by employees who post for the position appearing before an oral interview board of three (3) individuals, at least one of which shall not be a County Sheriff employee. A list shall be made and posted after the interview. The Sheriff shall select from the top three employees on the resulting interview list. The decision of the Sheriff shall be final and binding and shall not be subject to the grievance procedure.

**13.2** - Shift assignments and choice of vacations shall be on a seniority basis.

**13.3** - All employees will be entitled to shift preference selection based on seniority as of April 1 (starting 1992) and October 1 (starting 1991) of each year.

- (1) Any employee desiring a shift change within his or her classification shall submit a letter to the division commander and the Sheriff requesting a change at least thirty (30) days prior to the requested change date.
- (2) All shift changes shall be granted unless the shift change interferes with the proper operation of the Department.

**13.4 - POSTING**

When a job vacancy is being filled in any department, the Employer will post a notice on the bulletin board giving all employees an opportunity to make application for the job by filling out the appropriate application forms. All employees who are on sick leave, vacation, or other leave at the time of posting shall be eligible to apply.

**13.5 - NOTICE**

Notice of a job vacancy shall be posted for a period of ten (10) calendar days. The notice will show the classification and rate of position.

**13.6 - ASSIGNMENT OF JOB**

All posted vacancies shall be assigned to the successful bidder within ten (10) days of the closing of the job posting. The successful applicant will then be notified of the date his/her new assignment shall commence and the results of the job posting shall also be posted.

**13.7 - TEMPORARY ASSIGNMENTS**

During the bidding period, the Employer may make a temporary assignment not to exceed sixty (60) days to fill the posted vacancy from within the bargaining unit.

**13.8 - TEMPORARY EMPLOYEES**

Notwithstanding any contrary provision of this Agreement, the Employer reserves the right to hire temporary employees to perform bargaining unit work. Temporary employees shall not be covered by the terms of this Agreement. Temporary employees shall not be used when there are bargaining unit members on layoff in the same classification. The Employer will not refuse to fill a vacant position by utilizing a temporary.

Temporary employees can not be utilized to augment the work force.

Temporary employees will not be used for overtime unless all available full-time employees turn the overtime down. However, the Employer may use temporary employees before any full-time employee is ordered to work.

Temporary employees will not accrue seniority until they become full-time employees.

Upon prior notification, a vacancy created by a bona fide illness, disability or other valid reason causing a correctional facility officer to be absent from duty for over ninety (90) days shall be filled on a seniority basis, in accordance with Section 16.2

**ARTICLE XIV**  
**LAYOFF/RECALL**

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**14.1 - LAYOFF**

Layoff of employees shall be by job classification seniority. The following order shall be followed provided that the employees who remain are capable of performing the work available.

- (1) Temporary employees.
- (2) Probationary employees.
- (3) Remaining seniority employees within the classification affected shall then be laid off in inverse order of his/her job classification of seniority.
- (4) The Employer agrees to give thirty (30) calendar days' notice to any employee and the Union of a proposed layoff.
- (5) There are no bumping rights. Therefore, in the event of layoff, there is no bumping between classifications.

**14.2 - RECALL**

The order of recall shall be by seniority and in the inverse order of layoff and subject to the same conditions as layoff.

- (1) Notice of recall by the Personnel Department shall be by certified or registered mail or hand delivered to the employee's last known address. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. An employee subject to recall shall give notice to the Employer of his/her intent to return within three (3) calendar days of receipt of the notice, and shall return to work within ten (10) calendar days of the receipt of said notice, or his/her employment shall be terminated.
- (2) In the event a recall is necessary based upon a time frame of fewer days than is outlined above, the Employer may call upon other available laid-off employees in accordance with his/her seniority to work on a temporary basis until such time as the normal recall procedure has been completed. Temporary employment in this section shall not exceed twenty (20) calendar days.
- (3) An employee recalled from layoff to a position for which he/she is qualified and which is identical or higher in rate of pay to the job from which he/she was laid off shall return to work. Failure to accept the position shall result in a loss of seniority and employment.

**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

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**15.1 - ASSIGNMENT EXCHANGE**

Employees may, with the authorization of the Sheriff or his/her designee, exchange day or shift assignments. A written notice of the exchange will be submitted sixteen (16) hours in advance of the day to the shift commander and Sheriff. Assignment exchange may only be permitted if it does not create overtime.

**15.2 - CONTRACT PRINTING**

The County agrees to provide each unit member with a printed copy of the contract within sixty (60) days of the signature date. Said copies shall be signed for by each employee.

**15.3 - SHIFT COMMANDER**

There shall be a Shift Commander on duty for all scheduled shifts with the rank of Sergeant.

**15.4 - EQUIPMENT**

It shall be the duty of the Employer to make available to all employees on duty during his/her normal tour of duty any equipment which may be required to perform his/her assigned job, and/or for personal safety.

**15.5 - DUTY EXPENSES**

Approved expenses in the line of duty shall be reimbursed as outlined in the County's General Travel Policy for all County employees but, notwithstanding the above, shall not exceed \$8.50 for lunch. This increase shall take effect after execution of the Contract by the parties. In order for the employee to be reimbursed, a receipt must be provided within thirty (30) days of the expense.

**15.6 - ANNUAL PHYSICALS**

The Employer and the Union agree that each employee shall be required to undergo a complete annual physical examination by the County Physician. It shall be the responsibility of each individual employee to schedule and complete his or her own physical examination during the year in accordance with the following schedule:

January - March	Employee's Last Name Beginning A-F
April - June	Employee's Last Name Beginning G-L
July - September	Employee's Last Name Beginning M-R
October - December	Employee's Last Name Beginning S-Z

Should the employee desire to undergo a physical examination by their own physician at their own expense, if not covered by insurance, in lieu of the County Physician, they should obtain the county physical examination forms, and after completion by their physician, the forms

should be forwarded to the Bay County Physician for his review. The results of all physical examinations shall be held in confidence by the Personnel Director and the Sheriff, and the information contained therein released on a "need to know only" basis. Any employee who fails to set up and complete their physical examination either by his/her own physician or through the County Physician, shall be subject to disciplinary action. If the employee fails to obtain a physical he/she shall be given a thirty (30) day notice to attain a physical before any disciplinary action is taken. The Sheriff may take appropriate action based upon the physical exam results.

#### **15.7 - FIREARMS QUALIFICATION**

All CFO's hired subsequent to January 1, 1988 shall be required to qualify with a department approved firearm as part of his/her job assignment. Anyone who does not qualify shall be reviewed in a case by case basis for a possible exemption. All CFO's shall qualify in accordance with the Department's established qualification procedures as follows:

All personnel who carry firearms in the performance of his/her duty shall meet the standards for qualification set forth by the Sheriff. Personnel must meet the standards for qualifications with each firearm they carry while on duty.

No Correctional Facility Officer will be permitted to carry a weapon while on duty they are not qualified with, and the minimal acceptance performance will be seventy percent (70%) of the total possible score. A pass/fail performance level scoring method may also be used at the discretion of the Sheriff.

If a corrections officer cannot meet minimum firearm qualifications he/she shall apply to the Firearms Review Board for a waiver.

The Firearms Review Board shall consist of the following members:

- (1) Chief Firearms Instructor: Chairman
- (2) Corrections Officer firearm instructor
- (3) Union Representative

After reviewing a written request from the corrections officer a hearing will be held by the Review Board. The officer requesting the waiver will be present and a hearing conducted.

The Review Board will make a written recommendation to the Sheriff as to whether the waiver request will be denied or approved. Approval will require a majority vote.

Upon receipt of a written report from the Review Board the Sheriff will deny or approve the waiver in writing to the employee.

#### **15.8 - NOTICE OF CHANGE**

When a member of the bargaining unit is discharged, resigns, or receives a leave of absence, the Union will be furnished written notice with effective dates, within fifteen (15) days.

**15.9 - AMMUNITION**

As part of the continuing effort by the Employer and the Union to maintain the highest of professional standards in service to the public and to maintain an excellent level of proficiency in the use of firearms, there will be provided upon request ammunition for training qualification by the Employer, as determined by the Sheriff to each employee for training purposes; provided, however, that prior to the receipt of such ammunition, it shall be the obligation of the officer to turn in the spent brass from his/her previous supply of ammunition. Such ammunition to be used only at a range authorized by the Employer.

**15.10 - PAY FOR SCHOOLING AND TRAINING**

Any schooling or in-service training assigned by the Sheriff occurring on a leave day or off-duty time shall be paid in accordance with the Fair Labor Standards Act.

**ARTICLE XVI**  
**SAFETY CLAUSE**

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**16.1** - It shall be the duty of the Employer to insure compliance with safety requirements for employees covered under this contract.

**16.2 - MINIMUM STAFFING**

There shall be at least six (6) CFO's on duty on each shift, at least one (1) of which must be a male and one (1) a female. At least two (2) males and two (2) females must be assigned to each shift. Included in said minimum manpower shall be at least one (1) CFO Sergeant per shift. The remaining personnel shall select shifts by seniority regardless of gender.

Minimum staffing levels may change if required by the Michigan Department of Corrections.

**16.3 - SUPERVISORS**

Supervisors, while serving at the rank above Sergeant, shall not displace or substitute for members of the bargaining unit in the performance of his/her assigned duty except in the case of an emergency.

**16.4 - AUXILIARY OFFICERS AND PART-TIME EMPLOYEES**

Auxiliary officers shall not perform the duties of a full-time officer except in the case of civil disorder or disaster. In which event, said auxiliary officer shall serve under the command of a member of the bargaining unit. Members of the bargaining unit shall have the right to refuse to work with an auxiliary officer except in the case of civil disorder or disaster, without being subject to disciplinary action. The Employer may use part-time employees to perform bargaining unit work, however, part-time employees cannot replace full-time open positions, but may augment the work force.

**ARTICLE XVII**  
**PROMOTIONS**

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**17.1 - PROMOTIONS**

The parties agree that promotions shall be based on the outcome of the appropriate exams.

**17.2 - EXAM ANNOUNCEMENT**

There shall be a minimum of thirty (30) days' notice for all written exams.

(1) The exam notice shall state job classification and description. There shall also be a separate promotional list for each rank position along with a separate eligibility list.

(a) The rank positions shall be as follows:

Sergeant I Correctional Facility Officer  
Sergeant II Correctional Facility Officer

(b) Eligibility lists shall be valid for one (1) year from the date of the written exam.

(2) Resource material for all written exams shall be noted at the time of posting.

**17.3 - ELIGIBILITY**

(1) SERGEANT CANDIDATES

No employee shall be allowed to take the test for Sergeant I unless he/she has completed three (3) years as CFO, with the Bay County Sheriff's Department, and for Sergeant II, three (3) years as CFO with the Bay County Sheriff's Department, and has been appropriately certified to work for that division before the date of the exam.

(2) ALTERNATE ELIGIBILITY WHEN NO ONE QUALIFIES

In the event no eligible seniority employee qualifies for a promotion within his/her classification (CFO), the Sheriff may allow a seniority employee who has completed his/her probationary period with the Bay County Sheriff's Department and who has previously been employed within that classification (CFO) for three (3) years or more in a comparable police department or departments to take the Sergeant I or Sergeant II examination.

**17.4 - WRITTEN EXAM**

A grade of seventy-five percent (75%) correct shall be minimal for passage of the written exam.

- (1) Answers on the question exam shall be scored by percentage. All questions answered correctly equals one hundred percent (100%). This amount multiplied by fifty percent (50%) produces the score for a written exam. (Maximum score is fifty (50) points).
- (2) Viewing of exam - all members will be allowed to see his/her corrected exam.

**17.5 - ORAL**

An oral board shall be appointed by the Employer consisting of Law Enforcement members not connected in any way with the Bay County Sheriff's Department. The Sheriff is also excluded. The minimum passing grade for the written examination shall be 75%, exclusive for points added for seniority.

- (1) The oral board shall score on a percentage basis with a perfect score being one hundred percent (100%). This percentage score is then multiplied by thirty (30). This then becomes the score for the oral exam. Maximum score is thirty (30) points.
- (2) The oral exam shall be given before written tests are corrected.

**17.6 - SENIORITY**

For each full year of service in the Bay County Sheriff's Department, one-half point shall be added for each of the first twenty (20) years of service. This section has a 10-point seniority maximum.

**17.7 - SUMMARY OF TOTAL SCORING**

Written	- 50 percent	-	maximum 50 points
Oral	- 30 percent	-	maximum 30 points
Seniority	- 5/10 per year	-	maximum 10 points

**17.8 - METHOD OF APPOINTMENT**

The Sheriff shall make his/her promotional selection from among the three highest-scoring candidates. Should he/she, however, choose candidate two or three, he/she must, in writing, validate the reasons for not selecting the higher-scoring candidate(s).

In the event of a tie (the total score between two or more candidates), the tie shall be determined in favor of the highest rating in the following order:

Written Exam  
Seniority  
Oral Exam

**17.9 - TRIAL PERIOD FOR PROMOTIONS**

Any employee who is promoted shall be on trial for a six month period from the date of his/her promotion. During this trial period, the employee shall have the opportunity to revert to his/her former classification and commensurate pay rate or the Sheriff may require the employee to revert back to their former position and commensurate rate of pay without loss of seniority, if deemed unsatisfactory in the new position.

**ARTICLE XVIII**  
**HOLIDAYS**

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**18.1** - Effective January 1, 1988, the County agrees the following holidays shall be paid for:

New Year's Day	Thanksgiving
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	

In addition to these holidays, any full-time employee assigned as a Records Specialist shall be paid for scheduled holidays for which the Bay County Building is closed to the public.

**18.2** - Each full-time employee shall be paid for the above holidays at his/her regular straight time rate of pay.

**18.3 - PERSONAL HOLIDAY**

Each member of the bargaining unit shall be entitled to four (4) personal holidays (See Letter of Understanding). Request for the taking of a personal holiday shall be given to the Sheriff or his/her designee at least eight (8) hours prior to the taking of the personal holiday, if at all possible. The Sheriff shall grant the request, unless in the opinion of the Sheriff, it would materially affect the operation of the Department.

**18.4** - Any employee working a regularly-scheduled shift in which four (4) hours or more falls within the twenty-four (24) hours of a recognized paid holiday shall be compensated as though the entire eight (8) hours has been worked on the holiday. Any employee who works less than four (4) hours within the above referenced twenty-four (24) hour period shall be paid at non-holiday rates for the entire eight (8) hours.

**18.5** - An employee who does not work on a holiday will be paid eight (8) hours at his/her straight-time base rate provided, however, that the employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

**18.6** - An employee who works on any of the holidays designed herein will receive eight (8) hours' pay at his/her straight-time base rate plus:

- (1) Time and one-half for all hours worked which fall within his/her regularly scheduled hours of work for that day.
- (2) Double and one-half time for all hours worked which are before or after his/her regularly scheduled hours for that day.

**18.7** - Whenever a holiday falls on an employee's regularly scheduled work day, said employee shall work the holiday. Said employee, however, shall have the right to trade shifts with another employee with approval of the Sheriff or Shift Commander.

**18.8** - Whenever one of the designated holidays fall on a Saturday, it shall be celebrated on Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday. If, however, the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falls on a Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays. Employees working a seven-day per week schedule shall celebrate the holidays on the day of its occurrence.

**18.9** - Court officers shall have as his/her holidays all days the Court is officially closed.

## **ARTICLE XIX** **SICK LEAVE**

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### **19.1 - ACCRUAL**

An employee shall accrue sick leave on the basis of one (1) day for each month of service up to one hundred twenty (120) days of unused leave. For purposes of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked. For each sick day accrued over one hundred twenty (120), the employee shall be credited for one-half day vacation. On the effective date of this contract any employee who has accumulated in excess of one hundred twenty (120) days shall have his/her accumulation frozen, see Letter of Understanding attached. Effective January 1, 1997, the maximum days shall be increased to one hundred twenty (120) days.

### **19.2 - PROOF OF ILLNESS**

It is intended that sick leave shall only be used for bona fide illnesses and disabilities. (This section also includes disability leaves.) If the Employer has reasonable cause to believe that an employee is abusing sick time, the Employer may require an employee to provide medical verification from a physician that the employee was ill or disabled. This may include a requirement for examinations by a doctor selected by the Employer. Falsification of such medical verification shall subject the employee to discipline by the Sheriff.

The above medical certification includes any time an employee states he/she cannot work overtime due to illness or injury.

**19.3** - The Employer will pay one-half of the employee's accumulated sick leave upon the occurrence of any of the following:

- (1) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County or any employee who leaves the County's employ having attained the age of sixty (60) years shall be paid for one-half of his/her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half of his/her unused sick leave on record at the time of death.
- (2) Any employee who resigns the employ of the County after eight (8) years of continuous service with ten (10) working days' notice shall receive one-half of all accumulated sick leave days up to the maximum accumulation of one hundred twenty (120) days i.e. sixty (60) days total payout (unless, pursuant to 19.1 above, the employee has more than one hundred twenty (120) days, in which case he shall receive one-half of that greater amount).
- (3) In the event an employee should accrue more than one hundred twenty (120) days of sick leave at the end of any calendar year, he/she shall be granted one-half of this excess sick leave accumulation to his/her vacation time available in the following year.

**19.4** - Up to three days of accumulated sick leave per year may be used for serious illness in the employee's immediate family.

**19.5 - MEDICAL DISPUTE**

The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties; or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of examination, the Employer shall take appropriate action.

**ARTICLE XX**  
**MATERNITY LEAVE**

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Maternity leave shall be treated as any other illness.

**ARTICLE XXI**  
**LEAVES OF ABSENCE**

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**21.1 - PERSONAL LEAVE**

Upon written request, an employee may be granted a leave of absence by the Employer, without pay or benefits, not to exceed one (1) year in duration.

**21.2 - MILITARY LEAVE**

The County shall observe provisions of the Federal regulations regarding re-employment rights and leaves of absence in accordance with the Military Selective Service Act of 1957, as amended.

**21.3 - JURY DUTY**

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

**21.4 - LEAVES/SENIORITY**

Seniority shall not accrue during any unpaid leave of absence, except as provided in subparagraph 7.

**21.5 - POLITICAL LEAVE**

An employee elected or selected for a full-time public office or Union office shall upon prior written application be granted a leave of absence without pay or benefits for up to four (4) years while he/she holds public office or Union office. Any employee who is elected to an office less than full-time is free to do so, but the elected office must not interfere with County employment.

**21.6 - BENEFIT FREEZE**

All accrued benefits frozen at the time of said leave except vacation which shall be utilized prior to being placed on unpaid leave shall be available upon return. Any employee on such unpaid leave may, at his/her option, continue the medical insurance program at the employee's expense.

**21.7** - In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or County physician, hospitalization and insurance payment shall be continued for a period of one (1) year (or longer if approved by the Employer) for the employee and medically eligible dependents, providing all insurance requirements are met. When this coverage is in effect, seniority will accrue to the involved employee.

**21.8** - At the termination of a leave of absence, the employee will be returned to work and, if possible, at the same or similar job held immediately prior to the leave. If such job is not available, the employee will be offered such job as may be available for which he/she is duly qualified. In the event no job is available, said leave will be extended until the Employer has a position to offer for which the employee is qualified. Seniority shall be part of the determination of job availability.

**ARTICLE XXII**  
**FUNERAL LEAVE**

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**22.1** - In the event of death in the employee's immediate family (i.e., daughter-in-law, son-in-law, grandchild, parent, grandparent, parent of a current or deceased spouse, brother, sister, brother-in-law or sister-in-law), the employee, upon request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral. For the death of a spouse or child, the employee shall have five (5) days under the same terms and conditions noted above.

**22.2** - An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight-time hours on such scheduled days of work for which he/she was excused.

**22.3** - In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than three (3) or five (5) if a spouse and child, normally scheduled work days shall be excused with pay.

**22.4** - In the event of an employee's grandparent-in-law or grandchildren-in-law, one (1) day paid leave will be allowed.

**22.5** - Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on funeral leave.

**22.6** - Additional paid time may be granted for extenuating circumstances at the discretion of the Employer. The total of all leave shall not exceed five (5) days.

**22.7** - Upon request, the Employer agrees to release two (2) employees on paid leave for the purpose of attending the funeral of a Michigan corrections officer killed in the line of duty. The paid leave not to exceed one (1) day.

**ARTICLE XXIII**  
**PROBATIONARY PERIOD**

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All employees shall be considered probationary employees until the employee has completed one (1) year of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason for more than ten (10) scheduled work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

**ARTICLE XXIV**  
**VACATIONS**

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**24.1** - Each employee shall accumulate twelve (12) vacation days (twelve (12) paid working days) each year. Vacation leave is earned from commencement of employment. Vacation for an employee with less than one-year seniority shall be based on one (1) day per month.

**24.2** - All vacation and/or pay for vacation will be waived in the event of discharge, during the probation period only.

**24.3** - In addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

1 year	12 days
2 years	12 days plus 1 merit day
3 years	12 days plus 2 merit days
4 years	12 days plus 3 merit days
5 years	12 days plus 4 merit days
6 years	12 days plus 5 merit days
7 years	12 days plus 6 merit days
8 years	12 days plus 7 merit days
9 years	12 days plus 8 merit days
10 years	12 days plus 9 merit days
11 years	12 days plus 10 merit days (maximum)

**24.4** - Recognized County holidays falling within the vacation period are not considered vacation days.

**24.5**

- A. Vacation may be taken in any unit from one (1) day up to the maximum accumulated for that year, subject to scheduling between the Employer and the Union. Vacation shall be scheduled by seniority. The vacation schedule is shown in quarters: the first and fourth are the winter section, and the second and third are the summer section. Each person shall pick no more than one (1) slot (one week) in the winter section, and one slot (one week) in the summer or one two (2) week pick in one section, on each rotation of the schedule. No more than one (1) CFO, Court Officer and Shift Commander shall be on vacation at the same time, from the same shift. Any vacation time not scheduled by March 1 will be on first request basis. One (1) day vacations and one half (½) day vacations will be scheduled no more than one (1) month in advance, and no less than sixteen (16) hours notice to your shift commander. The vacation schedule will be out by December 2 of the previous year.
- B. The Records Specialists may take vacation in one (1) hour or more increments upon prior approval of his/her supervisor.

**24.6** - Employees may, at his/her option, accumulate vacation up to and including thirty (30) days provided that all employees must take at least ten (10) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

**24.7** - No employee shall lose accumulated earned vacation except as stated in Section 24.2. Vacation over thirty (30) days shall be reimbursed by the County, in full, at the end of the year.

**ARTICLE XXV**  
**HEALTH AND BENEFITS**

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**25.1 - LIFE INSURANCE**

The Employer will provide a Fifteen Thousand and No/100 (\$15,000.00) Dollars double indemnity life insurance policy for each employee. In order to qualify, the employee must be able to meet insurance company requirements. Effective sixty (60) days after the execution of this Agreement in 2007, the County will provide a \$35,000.00 life insurance policy for each full-time employee.

## **25.2 - HEALTH INSURANCE**

### **SECTION 1 - MEDICAL AND HOSPITALIZATION INSURANCE**

I. The COUNTY will provide the following options for medical/hospitalization coverage subject to the maximum contributions set forth herein, effective September 1, 1989:

- A. Blue Cross Blue Shield of Michigan (BCBSM) First Dollar
- B. BCBSM Comprehensive Major Medical with dental, vision and orthodontic riders
- C. Blue Care Network regular
- D. BC/BS CMM - PPO Preferred Provider Organization

The Employer may use or substitute other health insurance companies which provide comparable coverage.

The Employer-paid portions of the cost of these benefit options is limited to the following maximum or "caps" i.e.; 1988, Three Hundred Twenty and No/100 (\$320.00) Dollars/month; 1989, Three Hundred Twenty Five and No/100 (\$325.00) Dollars/month; and 1990, and thereafter until the new program takes effect, Three Hundred Thirty and No/100 (\$330.00) Dollars/month.

Subject to the maximum or "caps" the Employer shall continue coverage for employees who retire after January 1, 1985. Retirees eligible for Medicare will be covered by supplemental coverage, subject to the maximum or "caps".

Effective January 1, 1989, the spouse of a retiree at time of retirement will be eligible for health care benefits, which shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee (or spouse), subject to the maximum or "caps" for the Employer paid portion. The Employer paid portion of the cost of this benefit obligation for the spouse of the retiree is limited to the maximum or "caps" of One Hundred Sixty and No/100 (\$160.00) Dollars/month for 1989 and One Hundred Sixty-Five and No/100 (\$165.00) Dollars/month for 1990 and thereafter. Additional family coverage may be purchased by the retiree at his expense.

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide

health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above requirements.

As set forth herein, the Employer will not be obligated to pay monthly premiums for health insurance in excess of:

\$320/month	-	1988
\$325/month	-	1989
\$330/month	-	1990 and thereafter until the new program takes effect

Should the premiums for the chosen medical/hospitalization plan exceed those levels, then a payroll deduction will be made from the employee's pay for all costs in excess of the maximum or "caps" above. The Employer's maximum contribution on the health insurance applies to active employees and retirees. The maximum obligation of the Employer to pay for a retiree's spouse is One Hundred Sixty and No/100 (\$160.00) Dollars/month in 1988 and One Hundred Sixty Five and No/100 (\$165.00) Dollars/month in 1990 and thereafter. The total obligation of the Employer for the retiree and his/her spouse is Three Hundred Twenty and No/100 (\$320.00) Dollars/month in 1988 and 1989, and Three Hundred Thirty and No/100 (\$330.00) Dollars/month in 1990 and thereafter.

The Employer will notify the Union immediately of any change or proposed change upward or downward in the per person cost of any of the medical/hospital insurance programs provided for herein.

## II. PAYMENT IN LIEU OF COVERAGE

Any active unit member who was eligible, but chooses not to participate in the medical/hospitalization insurance package, who shows proof of insurance from another source, and who signs a waiver from the Employer, shall receive a One Thousand Eight Hundred and No/100 (\$1,800.00) Dollars annual contribution, pro rata, to the COUNTY'S qualified deferred compensation plan effective after the contract is executed by all the parties in 2003. An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this

Agreement at the earliest date possible after written notice to the Director of Human Resources. Said employee shall be entitled to a prorata contribution to the COUNTY'S qualified deferred compensation plan to date the employee becomes covered by the Employer's medical/hospitalization plan.

An employee may waive health insurance only if he/she has health insurance coverage from another source and signs a waiver from the Employer.

**III. EFFECTIVE ANY TIME SELECTED BY THE EMPLOYER AFTER RATIFICATION BY THE PARTIES IN 1991, THE EMPLOYER SHALL PROVIDE THE FOLLOWING HEALTH INSURANCE PROGRAM IN LIEU OF I OF THIS SECTION 1.**

(A) (See Appendix B health care plan descriptions for summary of coverage and benefits.) The Employer will pay the entire cost of the health insurance premiums for employees and covered dependents for 1991 after the new insurance programs become operational. Beginning January 1, 1992, Bay County will increase its contribution toward the cost of health care plans selected by employees in an amount equal to the lesser of: the actual premium costs of the three options provided, or an amount equal to 115% of the aggregate premium payable during the month the last County bargaining unit participates in this new health insurance program in the year of 1991. If the premium costs for health insurance in 1992 exceed 115% of the base month of 1991, that excess amount shall be paid by affected employees in the manner described below.

In 1993, Bay County will increase its contribution toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the three options provided, or an amount equal to 125% of the aggregate premium payable for the base month of 1991 (for total cost increase that Employer pays is 25% over 1991 rate) as noted above.

In determining the County's share of 1992 health care costs, the rates to be effective on January 1, 1992 will be applied to the actual enrollment levels as reported by the County the first month that the new health insurance is in effect. Therefore, any increase or decrease in the County's overall employment level or changes in enrollment among the health plans will not compound the rate change measurement. However, the County's premium remittances to its health care plan insurers or administrators will reflect the actual number of employees enrolled, which may fluctuate as employment levels increase or decrease.

**Method of Computing Employees' Share of Premiums:**

(See Appendix B for health care plan descriptions for summary of coverage and benefits).

The four health care packages offered to employees have been designed to meet various needs and preferences among employees, yet provide a comparable value regardless of the package selected. Therefore, any employee contributions to health care premiums in 2000, 2001 and 2002 will vary only according to the employee's family status (that is, coverage for the

employee only, the employee and one dependent, or the employee and two or more dependents), but not according to the plan selected. In this way, freedom of choice among options is maintained and any migration by employees from one program to another is based on the merits of the options and the employee's preferences rather than on differences in employee contribution requirements.

The amount of employee contributions, if any, will be determined prior to January of each year and communicated at the time when employees are permitted to change their health care plan elections. Effective January 1, 2000, employees' co-payments for prescription drugs shall be \$10.00 per prescription for generic drugs and \$20.00 per prescription for brand-name drugs.

The Employer's and employees' obligations to pay premiums in 2000 are contained in the letter of understanding on health insurance attached as part of this Agreement.

The Employer will pay the entire cost or a portion of the cost of the health insurance premiums based upon the formula stated herein for employees and covered dependents for 2001 and 2002. The method by which the increase of 2001 and 2002 health care costs over 2000 will be determined is by applying the rates to be effective January 1, 2001 and 2002, to the actual enrollment levels recorded for October 2000, which is the base month.

In 2001, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 107% of the aggregate premium payable for the base month of October 2000.

If the overall premium cost beginning January 1, 2001 exceeds 107% of the base monthly premium cost using the method referred to earlier, then employees will contribute the average excess above 107%. For example, if the average calculated premium is 109% of the base, employees will contribute 2% of the average 2001 premium for their level of coverage. That is, an average premium covering only an employee, an employee with one dependent, and an employee with two or more dependents will be calculated separately using the same base month enrollment as referred to earlier. The 2% employee contribution will be calculated separately for each of these levels of dependent coverage so that all employees who enroll in a health care option will make a contribution toward the excess cost, but employees with dependents will make proportionately greater contributions.

In 2002, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 114% of the aggregate premium payable for the base month of October 2000.

Prior to the 2001 open enrollment in December of 2000, the average premium increase will be recalculated. If the average premium exceeds 107% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 107% of the base month premium (October 2000), then there will not be an employee contribution in 2001.

Prior to the 2002 open enrollment in December of 2001, the average premium increase will be recalculated. If the average premium exceeds 114% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 114% of the base month premium (October 2000), then there will not be an employee contribution in 2002.

The County will provide to the Union prior to January of each year the County's actual premium costs for its health insurance plan(s) for the prior calendar year. In the event that the County has received a refund of insurance premiums from the insurance company for the previous calendar year and each employee was required to pay a portion of his/her health insurance premium in that year, each employee employed on December 31st of the current year will be refunded the lesser of the employee's pro-rata share of the refund or the actual amount he/she paid in the previous calendar year. Payment will be made in the form of an Accounts Payable check by April 30th of the upcoming year. Refunds will be made only to those employees whose refund amount is \$5.00 or more. In no case will employees receive refunds greater than their actual contributions.

EXAMPLE A: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$50,000 from the insurance company. Each employee employed on December 31, 1996 will receive a refund of 100% of his/her actual contributions made in 1995.

EXAMPLE B: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Each employee employed on December 31, 1996, will receive a refund equal to 50% of his/her actual contributions made in 1995.

EXAMPLE C: In total, employees contributed zero dollars toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Since employees did not contribute towards their health insurance coverage, employees will receive no refund.

During the period that the labor agreements regarding health insurance are in effect, Bay County will make reasonable efforts to ensure that all four medical plan options are available to employees subject to the agreements. However, Bay County reserves the right to negotiate with any insurers or administrators of medical plans and to award plan contracts and designate insurers and administrators of its own choosing as long as comparable coverage is maintained.

Effective from January 1, 2003 through June 30, 2003, employees shall contribute, through payroll deduction, 17% of the expected cost of health insurance in 2003, using the weighted average of the five health plans offered. For the period of time from January 1, 2003 through June 30, 2003, employees shall receive retroactive payment, within 30 days of execution of this agreement by all the parties, for overpayments they made toward the cost of health insurance during that period of time. For other overpayments made by employees in 2003 and

2004, retroactive payment shall be provided to employees. Retroactive payments will be provided only to employees employed on the date of ratification of this agreement by the parties. Retroactive payments will be pro-rated for employees who switched coverage (e.g., from family to two-person coverage) or were employed for part of the retroactive period (i.e., hired after January 1, 2003 but before the end of the retroactive period).

For the period of time January 1, 2003 through December 31, 2004, the County will continue to offer Blue Cross Blue Shield PPO with dental and vision riders, Blue Cross Blue Shield PPO Plan 1, Blue Cross Blue Shield CMM 100, Blue Cross Blue Shield CMM 250 and Blue Care Network. During open enrollment in November 2004 and 2005, employees shall select, effective January 1<sup>st</sup> of the following year, either the Blue Cross Blue Shield PPO with dental and vision riders or the CMM 100 plan.

Effective July 1, 2003, employees' contributions shall be a percentage of the rates that are developed based upon the actual cost of the Blue Cross Blue Shield contract in 2002 and the 2002 Blue Care Network premiums. Accordingly, from July 1, 2003 through June 30, 2004, employees shall contribute, through payroll deduction, 17% of the rate developed for the Blue Cross plan in which the employee is enrolled or 17% of the 2002 Blue Care Network premium if the employee is enrolled in Blue Care Network.

Effective July 1<sup>st</sup> of 2004, employees' contributions shall be a percentage of the rates that are developed based upon the actual cost of the Blue Cross Blue Shield contract in the preceding year or the actual cost of the Blue Care Network plan in the preceding year. Consequently, effective July 1, 2004, employees shall contribute, through payroll deduction, 15% of the rates developed for the plan in which the employee is enrolled or 15% of the Blue Care Network plan in which the employee is enrolled. Effective July 1, 2005, employees shall contribute, through payroll deduction, 15% of the rates developed for the plan in which the employee is enrolled.

## **RETIREES**

- (B) Retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees who are eligible for Medicare shall select only the CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as used for employees.

The County shall continue the coverage for members only who retire after January 1, 1975. The retired member shall be required to contribute toward the cost of coverage only if contributions are subsequently required under the terms of this contract for active employees who elect employee only coverage. For retired members who are under age 65 or otherwise not eligible for coverage under Medicare, such contribution shall be the exact dollar amount required of active employees for employee only coverage. For retired members covered by Medicare, such contribution shall be one half (1/2) of the amount required of active employees for employee only coverage.

The County shall provide paid health care benefits for the current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. The premiums used to determine the County provided spouse benefit shall be determined in accordance with Section A of this contract.

Health care benefits for current spouse shall be paid for as long as retirement benefits are being paid to the retirees effective the date of signing of this contract.

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above replacements.

### **25.3 - SICK AND ACCIDENT INSURANCE (NON-DUTY RELATED)**

The Employer shall provide Sickness and Accident Insurance for eligible employees. Insurance shall become operative on the 31st calendar day after occurrence, and it shall provide payment of seventy-five percent (75%) of employee's regular base rate of pay up to a maximum of Three Hundred Sixty-Five and No/100 (\$365.00) Dollars weekly for a period not to exceed fifty-two (52) weeks for any one disability and under the conditions of insurance company policy. Benefits to be decreased by any amount collectible from state or federal government sources or County self-insured conditions which will be the same as was formerly provided in Crown Life Insurance Company policy.

Effective January 1, 1997, employees hired after January 1, 1997, shall become eligible to apply for sick and accident coverage after 365 days from date of hire. Employees hired prior to January 1, 1997, are eligible to apply for sick and accident insurance from date of hire.

Effective upon execution of this Agreement by the parties in 2001, the maximum paid shall be increased to Three Hundred Ninety-Five and No/100 Dollars (\$395.00).

**25.4 - LINE OF DUTY DISABILITY**

When an employee is injured or incapacitated during the course of his/her employment, he/she shall receive such pay for lost time as provided under the Workers' Compensation Disability Act. When no dispute is filed, or when a decision is issued, the County will pay a supplemental compensation equal to eighty-five percent (85%) of his/her regular base pay coordinated under the Act, at the time such workers' compensation benefits are paid, from the employee's accumulated sick leave, if any, upon request of the employee.

**25.5** - This amount will also be decreased by any additional compensation available by other County paid insurance provisions such as automobile "no fault."

**25.6** - If an employee is unemployable due to line of duty disability for a period of one (1) year or more, he/she will be placed on line of duty retirement in lieu of these provisions. If an employee elects not to accept disability retirement, no further payments will be made under provisions of this article.

**25.7 - PHYSICAL EXAMS**

All tests shall be conducted under the authority of the Employer. It is mutually agreed that all tests will be conducted, where possible, during employee's normally scheduled working hours. In case of third shift employees, they shall be paid one (1) hour to schedule and conduct the test on his/her off duty time.

**25.8** - It is further understood that x-rays, EKG, and blood tests might have to be conducted at different times and places.

**25.9** - Results of physical examination shall be available to the employee or his/her doctor upon request.

**25.10** - If the physical exam results in any symptom of a disqualifying nature, it shall be reported to the Union within ten (10) calendar days of receipt of results of exam.

**25.11** - Within ten (10) days of Union's receipt of this information, a conference shall be held between Union and Employer for the purpose of discussing and attempting to resolve any problems arising as a result of a disqualifying physical.

**25.12 - BENEFITS WHILE OFF WORK**

While on sick or injury leave (not duty related), employee shall use his/her accumulated sick leave and be carried as working and shall accrue all benefits (accrued sick days, vacations, longevity, uniform maintenance allowance, except that uniform maintenance allowance and gun allowance shall not be paid for any extended sick time over thirty (30) days).

**25.13 - BENEFITS - DUTY CONNECTED**

While off work as a result of a duty-connected injury or a duty-related illness, employees shall not be charged sick time. (Duty-related illness must be as defined by Michigan Workers' Compensation Commission).

**25.14** - If a member is off for one hundred eighty (180) days or less, he/she shall receive all benefits (accrued sick days, vacation, longevity, uniform, and cleaning allowance, etc.).

**25.15** - When a member is off for over one hundred eighty (180) days and less than three hundred sixty-five (365) days, a member shall receive all accrued benefits except uniform allowance and cleaning allowance (accrued sick days, vacation, and longevity). All benefits such as, but not limited to, sick leave, vacation, longevity and health insurances shall end after 365 days, except disability retirement benefits.

**25.16** - All employees covered by the terms of this contract shall be afforded the opportunity of the following health program, paid for by Employer, once each year:

- (1) chest x-ray
- (2) tuberculin tests
- (3) visual and audio examination
- (4) small pox vaccination
- (5) tetanus toxoid series or booster
- (6) influenza immunization
- (7) diphtheria series or booster
- (8) polio series or booster
- (9) Hepatitis B vaccination for employees who need such vaccination as determined by the County physician.

**25.17** - Workers Compensation will be in accordance with the Workers Compensation Statutes. Employees may augment Workers Compensation payments by up to five percent (5%) by utilization of accrued sick leave.

**ARTICLE XXVI**  
**UNIFORMS AND MAINTENANCE**

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**26.1** - The Employer will provide uniforms and other articles of clothing which the Employer requires employees to wear when on duty. The Employer shall issue one pair of

Kevlar gloves to a correctional officer. The Employer shall repair or replace issued Kevlar gloves as needed. An annual allowance of Four Hundred Fifty Dollars (\$450.00) will be paid to each uniformed officer for the purpose of cleaning and maintaining uniforms and including the purchase of required footwear (shoes). These amounts are to be paid in two (2), pro-rated to the date of hire semi-annual payments, during the months of June and December. Upon termination of employment with the Employer, he/she will receive the earned pro-rata share of this allowance.

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**ARTICLE XXVII**  
**LEGAL COUNSEL: LIABILITY INSURANCE**

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**27.1** - The Employer shall provide at no cost to the employee a policy of liability insurance to protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee.

**27.2** - For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Employees will be covered while engaged in enforcing the law beyond normal duty hours. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

**27.3** - The coverage provided by such insurance shall be in an amount no less than Fifty Thousand and No/100 (\$50,000.00) Dollars for each person or One Hundred and No/100 (\$100,000.00) Dollars for each incident or an aggregate of Five Hundred Thousand and No/100 (\$500,000.00) dollars, and shall include the costs of defense, including attorney fees.

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**ARTICLE XXVIII**  
**EDUCATIONAL TRAVEL AND EXPENSES**

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**28.1** - The Employer shall pay in advance the tuition and necessary expenses for enrollment in any job-related educational courses taken by the employee with prior approval of the Sheriff and the Ways and Means Committee. Any employee failing to complete or receive a passing grade upon completion of a voluntary course shall reimburse the Employer for all expenses incurred by the Employer, which reimbursement, at the option of the Employer, could be through payroll deduction.

**28.2** - The Employer shall pay the tuition and related necessary expenses and provide adequate transportation or mileage reimbursement for the use of a personal car in attendance at any educational or training courses which the Employer may request that one or more employees attend. Transportation or mileage shall only be provided if such course is not on the Employer's

premises and not during normal work hours. This does not include the Sheriff's monthly meeting.

**ARTICLE XXIX**  
**RETIREMENT PROGRAM**

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**29.1** -

- (A) Provisions of the County's retirement program, as they relate to this Bargaining Unit, are hereby made a part of this Agreement. Effective January 1, 1989, bargaining unit members shall be eligible for retirement under the terms and conditions as set forth in Bay County Retirement Ordinance, reduced early retirement after eight (8) years of service at age fifty-five (55) or older, or after twenty-five (25) years of service regardless of age actuarially reduced.
- (B) Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason prior to eight (8) years of employment; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice.
- (C) Effective January 1, 2007, the Employer shall provide the 2.50% multiplier for the retirement program with the employees contributing 2% of their pay by payroll deduction.
- (D) For employees hired on or after January 1, 2007, the following shall apply:
  - 1. The vesting period shall increase to ten (10) years.
  - 2. The minimum number of required hours of work to be included in the retirement system shall increase from eight hundred (800) hours to one thousand (1000) hours.
  - 3. Please see Appendix "C" for retiree health care coverage.
- (E) Eligible retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

**ARTICLE XXX**  
**HOURS OF WORK**

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**30.1 - WORK PERIOD**

One hundred sixty (160) hours in each twenty-eight (28) consecutive days shall constitute a regular work period for all employees, in accordance with Section 207(K) of the Federal Fair Labor Standards Act [29 USC 207(K)].

**30.2 - WORK DAY**

The work day shall consist of eight (8) straight hours for Correctional Facility Officers and Court Officers. On-duty time shall not exceed sixteen (16) hours in any twenty-four (24) hour period. An employee cannot be required to work more than twelve (12) hours in any twenty-four (24) hour period. This shall include the taking of trips. The work day shall consist of eight (8) hours, with an unpaid ½ hour lunch period for Records Specialists and other clerical employees.

**30.3 - LEAVE DAYS**

Normally, leave days will be two (2) days together.

**30.4 - WORK SCHEDULE**

The work schedule shall be posted at least ten (10) days in advance of the start of the new schedule. Work schedules may be changed for good cause with forty-eight (48) hours notice to the employees.

**30.5 - DAYLIGHT SAVINGS TIME**

It shall be understood that when the time is changed from Eastern Standard Time to Daylight Savings Time and back, one shift shall work nine (9) hours and one shift shall work seven (7) hours. It is agreed that each shift shall be paid for actual hours worked.

**ARTICLE XXXI**  
**OVERTIME, COURT TIME, AND CALL BACK**

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**31.1 - OVERTIME**

Time and one-half shall be paid for all hours worked over eight (8) hours per day and one hundred sixty (160) hours in any twenty-eight (28) consecutive days work period. For purposes of computing overtime, holidays, vacation days, funeral leave, and sick time designated in this contract shall be considered as days worked, provided these days fall within the regular scheduled work period. Thus, when an employee works a two (2) week seventy-two hour work period and then a two (2) week eighty-eight (88) hour work period, that employee will not be paid overtime for the eight (8) hours in the second two (2) week eighty-eight (88) hour work period. The Employer shall implement a Saturday/Sunday pay period so as to provide eighty (80) hour pay periods.

**31.2 - COURT TIME**

Any employee called back from off duty for an appearance with Circuit Court or District Court, or for an appearance at the Secretary of State or any other proceeding, shall be paid at the rate of one and one-half times (1 ½) his/her regular rate with a minimum of two (2) hours.

**31.3 - STANDBY**

Any employee required to be on standby for Court shall be paid at the rate of one (1) hour regular pay for AM sessions, and one (1) hour regular pay for PM sessions.

**31.4 - CALL BACK**

Time and one-half shall be paid for those hours an employee is called in to work during his/her off-duty hours. An employee called to work at a time other than his/her scheduled work shift shall be paid a minimum of the equivalent of three (3) hours at straight time unless such time shall be continuous with his/her scheduled work, in which case he/she shall be paid for the actual hours worked at his/her overtime rate.

**31.5 - COMP TIME**

Any employee may request comp time off for overtime hours worked at the same rate (one and one-half times) subject to the discretion of Employer, and the Federal Fair Labor Standards Act [29 USC 207(O)].

**31.6** - Nothing contained in this Agreement shall be interpreted as authorizing or permitting a duplication or a pyramiding of holiday pay, Sunday, daily or weekly overtime payments involving the same hours of work, rather, compounding or pyramiding of time worked including overtime is prohibited.

**ARTICLE XXXII**  
**EQUALIZED OVERTIME PROVISION**

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**32.1** - The Employer and the Union mutually agree on the principle that overtime worked shall be distributed as equally as possible among the eligible CFOs. The procedure for calling for an eight (8) hour shift is as follows: the eight (8) hours or a split of the eight (8) hours between two (2) CFOs, will be offered first to the qualified employee(s) with the lowest overtime hours; if the eight (8) hour split is filled by two (2) CFOs first, the overtime is filled; if the whole eight (8) hours is filled by one (1) CFO first, the overtime is filled; if someone takes four (4) hours and then the next person wants the whole eight (8) hours, the person who wants the entire (8) hours shall have it. (This last provision shall be applicable to all employees within this unit). Sergeants, and then probationary employees, will be offered the remaining overtime hours not filled by the CFOs. Sergeants will follow the same procedure when calling for his/her overtime.

**32.2** - The Employer agrees to instruct the shift supervisors to adhere to the following procedures and establish and keep an up-to-date overtime register.

**32.3** - This overtime register shall record all members of the bargaining unit.

**32.4** - The register shall record all overtime worked including every time someone is requested to work overtime but refuses, and this time shall be marked as "refused" (R).

**32.5** - Each and every January 1, the names shall be placed in order of departmental seniority by shifts (highest seniority on top, down to the lowest seniority) and also included, probationary employees with over three (3) months.

**32.6** - January 1 of each year, everyone on the list will begin with "0" hours. At the first overtime situation, the list shall be called, beginning at the top of the list, until needed personnel are available. Those working overtime shall be recorded as overtime hours worked. Those contacted and refusing shall be marked as refused.

**32.7** - Whenever a situation arises where more employees are needed than agree to work, the employee with the least amount of recorded overtime qualified to fill the position shall be ordered to work. In the event two employees are ordered to work the same shift, the employee with the most hours, if ordered in for four (4) hours, will be allowed to pick which four (4) hours of overtime hours they want to work.

**32.8** - When the need to fill overtime hours become known with less than two (2) hours notice, these hours will be filled by polling on-duty personnel in order of overtime schedule. When all refuse, the qualified employee on duty with the least amount of recorded overtime shall be ordered to fulfill the duties. Employees shall have the choice of working remaining hours or until the next shift commander on the succeeding shift fill the remaining hours.

**32.9** - All overtime hours worked shall be logged on the overtime schedule which will be made available to all employees and the Union representative.

**32.10** - Any questions arising under the provision of this section shall first be referred to the Union and shift commander and, if not settled after the first claimed violation, will be reported to a conference with the Sheriff. If not settled by this conference and after a second claimed violation, the conference will be set with the Personnel Director in an attempt to settle the matter. If not satisfactorily settled and after the third claimed violation, they shall go through the grievance procedure, beginning at Step 2, Sheriff level.

**32.11** - A new employee, upon entering the service, shall not be assigned to overtime hours during the first three (3) months.

**32.12** - After a new employee completes three (3) months of satisfactory service or any seniority employee re-enters the bargaining unit, he/she shall be placed on the overtime equalization list and will be assigned the average amount of overtime hours on the list at the time said employee re-enters the list.

**32.13** - Further, any employee who is excused from work due to illness or leave of absence, or other paid leave time, shall not be eligible to be called for overtime work until that employee returns to work following such absence and completes at least one eight-hour shift.

**32.14** - The Employer may require employees to perform overtime work; provided, however, employees shall be excused from overtime work by the Employer where requiring an employee to perform overtime work would cause a severe hardship to the employee or where a qualified volunteer replacement can be secured who is acceptable and agreed to by the Sheriff.

**32.15** - If an employee does not consider himself/herself physically or mentally able to accept overtime he/she shall submit proof of such disability to the Employer. If the Employer agrees that said employee is not able to accept overtime work, he/she shall be taken off the overtime equalization list. The Employer may, at his/her discretion, periodically review said employee's disability and may require such reasonable, additional proof that the disability is continuing. Whenever the Employer determines the disability has been removed, said employee will be placed back on the overtime equalization list and will be assigned the average amount of overtime hours on the list at the time said employee re-enters the list.

**32.16** - When overtime is available which qualifies for pay in excess of time and one-half, then in that event, the CFO with the most overtime hours worked (including over-time trip hours and regular over-time hours) shall be called first, and then down the list from CFOs working the most overtime hours down to the least worked overtime hours without regard to seniority. This applies to holiday pay only.

**32.17** - The officer calling to work overtime shall only be required to make one (1) call for overtime to each person.

**ARTICLE XXXIII**  
**PERSONNEL FILE**

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**33.1** - The treatment of letters of reprimand will be as follows:

**33.2** - Each member will be informed when such a letter is inserted in his/her file. The member shall sign each insert (not to approve inserted matter, but to acknowledge the insertion).

**33.3** - Within a two-year period following the insertion of such letter, the Department shall cause a review to be made and unless, in the opinion of the Sheriff, the matter is of a serious nature and should be retained, the letter shall be removed and the record of it expunged.

**33.4** - In the event a letter is removed and its recording expunged, the officer may at any subsequent examination for promotion respond that said member has not been reprimanded for any violation so expunged.

**33.5** - The member will be informed of any part of his/her record so expunged.

**33.6** - A member shall be allowed to see his/her file at any reasonable time.

**33.7** - Seventy-two (72) hours prior to disclosure of information in an employee's personnel file to a third party, not involved with the Employer, the employee involved and the Union president shall be sent notice.

**33.8** - For purposes of privacy, members shall be allowed to use the Department address as personal addresses on all reports and complaints.

#### **ARTICLE XXXIV** **MANAGEMENT RIGHTS**

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##### **34.1 - RIGHTS OF THE EMPLOYER**

The management of the Bay County Sheriff Department, the determinations of all matters of management policy, the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation; the right to hire, discipline, suspend, or discharge for just cause; promote, transfer or lay off employees; or to reduce or increase the size of the working force; to establish fair rules and regulations or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. It is understood that except as expressly limited in the Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Bay County Sheriff's Department.

#### **ARTICLE XXXV** **SALARIES - WAGES**

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Effective **January 1, 2006**, see Appendix A - Page 1.

Effective **January 1, 2007**, see Appendix A - Page 2.

Effective **January 1, 2008**, see Appendix A - Page 3.

Wage increases are only retroactive for employees employed on the date of ratification by the parties, and for persons who retired from January 1, 2006 to the date of ratification. This will be pro-rated for new hires and part-time employees.

In the event that the County suffers a reduction in revenue sharing or other source of income, the parties will meet upon the request of the Employer with respect to mutually agreeing on possible measures to resolve the problem, including the possible deferral of wage increases or other reductions.

**ARTICLE XXXVI**  
**LONGEVITY**

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**36.1 - LONGEVITY**

Longevity shall be paid on the following basis to all employees hired before January 1, 1989:

- 1% after completion of five (5) years of service
- 2% after completion of ten (10) years of service
- 3% after completion of fifteen (15) years of service
- 4% after completion of twenty (20) years of service

Employees hired on or after January 1, 1989 shall not be eligible for longevity pay.

**36.2** - Longevity payments will be paid on the first pay period following the anniversary of the effective date of hire for eligible employees in a check separate from the payroll check.

**ARTICLE XXXVII**  
**SHIFT DIFFERENTIAL**

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Shift differential shall be paid to all officers working afternoons and midnights at the following schedule:

Afternoons	20¢ per hour
Midnights	25¢ per hour

**ARTICLE XXXVIII**  
**TRANSPORTATION OF PRISONERS AND MENTAL PATIENTS**

**38.1** - Employees in the Bargaining Unit and employees not in the Bargaining Unit are used to transport prisoners or mental patients under the custody of the EMPLOYER.

**38.2 - TRAVEL ALLOWANCE**

The travel allowance for off-duty CFO transporting prisoners to and from various state institutions will be paid at the regular rate of pay.

**38.3 - EQUAL DISTRIBUTION**

The officer in charge shall keep an accurate record of all trips and who took same. All members of the Bargaining Unit shall have the right to inspect the records on request.

**38.4 - DISTRIBUTION OF TRIPS**

In the event no on-duty CFOs are available for prisoner or mental patient transport as determined by the Sheriff or his/her designee, the Sheriff or his/her designee may, at his/her discretion, assign trips to qualified off-duty CFOs. The Employer may use qualified non-bargaining unit members for prisoner and mental patient transport. An employee of the bargaining unit is prohibited from transporting a prisoner if the employee has been working sixteen (16) hours. A person on sick leave or vacation must return to work for an eight (8) hour shift in order to be eligible for prisoner transport on an overtime basis. If an error is made by the Employer, then the officer shall be offered the next overtime prisoner transport.

**38.5 - REFUSAL OF TRIPS**

Off-duty members called and refusing said trips shall be charged with a trip, and it shall be denoted with an "R" for refusal, except when trip coincides with employee's work schedule.

**38.6 - UNINTENTIONAL ERRORS**

Unintentional errors in the equal distribution of trips will be corrected by giving the employee(s) concerned preferential treatment in trip assignments until the error is adjusted.

**38.7 - NEW EMPLOYEES**

A new employee who is considered by the Employer to be qualified to make such trips shall be entered on the trip sheet upon request of the employee. The employee shall be credited with an amount of trips equal to the highest amount of recorded time of all other employees on the sheet at the time his/her name is entered on the sheet.

**38.8 - MAXIMUM DRIVING TIME**

It is agreed between the parties that employees shall not be required or permitted to drive for more than ten (10) hours without intervening eight-hour rest periods.

**38.9 - ARMED TRANSPORTS**

The Sheriff shall make an effort to use CCW armed employees to make transports, except as noted below. Corrections officers making transports will be armed except as noted below. It will be the responsibility of the employee to make sure his/her CCW permit is valid. If the employee allows his/her CCW permit to expire, he/she may still be required to make transports.

Employees hired prior to January 1, 1988 will not be required to maintain a CCW permit, carry a weapon, qualify with a firearm or make transports.

**ARTICLE XXXIX**  
**SAVINGS CLAUSE**

If any article or section of this Agreement or any supplement thereto should be held invalid by interpretation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected.

**ARTICLE XL**  
**FAMILY AND MEDICAL LEAVE ACT**

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The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in the contract is superseded by the Family and Medical Leave Act.

**ARTICLE XLI**  
**TRAVEL REGULATIONS**

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The Standard Travel Regulations as of July, 1980 and as modified by the Bay County Board of Commissioners are considered to be part of this Agreement.

**ARTICLE XLII**  
**WAIVER PROVISION**

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The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

**ARTICLE XLIII**  
**TERM OF AGREEMENT**

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This Agreement shall be in full force and effect from January 1, 2006, to and including December 31, 2008, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2008, or December 31 of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of such Agreement.

**ARTICLE XLIV**  
**GENDER**

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Whenever the terms "he", "his", or "him" are used herein, said terms refer equally to feminine gender "she" or "her".

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**COUNTY OF BAY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Chairperson  
Bay County Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas L. Hickner  
Bay County Executive

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
John E. Miller  
Bay County Sheriff

**BAY COUNTY SHERIFF'S DEPARTMENT  
CORRECTIONAL FACILITY OFFICERS AND  
RECORDS SPECIALISTS**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Committee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Committee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lloyd Whetstone  
Staff Representative

**APPENDIX A - Page 1**  
Effective January 1, 2006\*

**Correctional Facility Officers:**

	<u>Employees Hired Before</u> <u>January 1, 1989</u>	<u>Employees Hired After</u> <u>January 1, 1989</u>
Hire	17.56	14.89
1 year	19.72	16.08
2 year	20.31	17.28
3 year	20.85	18.45
4 year	--	19.69
5 year	--	20.85
Sgt. II	22.79	22.79
Sgt. I	23.82	23.82

**Records Specialist:**

Hire	12.97
1 year	14.58
2 year	15.38

**Records Specialist I:**

Hire	15.07
1 year	16.96
2 year	17.90

**Records Specialist Leader:**

Hire	13.36
1 year	14.97
2 year	15.76

\* Retroactive for employees employed on the date of ratification by the parties and for persons who retired from January 1, 2006 to the date of ratification. This will be pro-rated for new hires and part-time employees.

**APPENDIX A - Page 2**  
Effective January 1, 2007\*

**Correctional Facility Officers:**

	<u>Employees Hired Before</u> <u>January 1, 1989</u>	<u>Employees Hired After</u> <u>January 1, 1989</u>
Hire	17.91	15.19
1 year	20.11	16.40
2 year	20.72	17.63
3 year	21.27	18.82
4 year	--	20.08
5 year	--	21.27
Sgt. II	23.25	23.25
Sgt. I	24.30	24.30

**Records Specialist:**

Hire	13.23
1 year	14.87
2 year	15.69

**Records Specialist I:**

Hire	15.37
1 year	17.30
2 year	18.26

**Records Specialist Leader:**

Hire	13.63
1 year	15.27
2 year	16.08

\* Retroactive for employees employed on the date of ratification by the parties and for persons who retired from January 1, 2007 to the date of ratification. This will be pro-rated for new hires and part-time employees.

**APPENDIX A - Page 3**  
Effective January 1, 2008

**Correctional Facility Officers:**

	<u>Employees Hired Before</u> <u>January 1, 1989</u>	<u>Employees Hired After</u> <u>January 1, 1989</u>
Hire	18.27	15.49
1 year	20.51	16.73
2 year	21.13	17.98
3 year	21.70	19.20
4 year	--	20.48
5 year	--	21.70
Sgt. II	23.72	23.72
Sgt. I	24.79	24.79

**Records Specialist:**

Hire	13.49
1 year	15.17
2 year	16.00

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**Records Specialist I:**

Hire	15.68
1 year	17.65
2 year	18.63

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**Records Specialist Leader:**

Hire	13.90
1 year	15.58
2 year	16.40

## **APPENDIX B**

The Employer offers the following health insurance plans to eligible employees:

- Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM 100)
- Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM 250)
- Blue Cross Blue Shield of Michigan Community Blue Preferred Provider Organization (PPO)
- Blue Care Network Health Maintenance Organization (HMO)
- PPO with dental and vision

Blue Cross Employee Benefit Guides are periodically distributed to employees and are always available from the Personnel Department or the Payroll/Benefits Department upon request. The guide describes covered benefit levels as well as other valuable information about the plans.

Blue Care Network provider directories and a summary of plan benefits are available from the Personnel Department or the Payroll/Benefits Department.

If more in depth benefit information is required than what the employer can provide, all plans have a customer service telephone number. The number can be obtained from either the Personnel Department or the Payroll/Benefits Department.

Effective January 1, 2005, the employer will offer to employees only the CMM 100 health plan and the PPO with dental and vision. Effective during the collective bargaining agreement (2003-2005), retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO with dental and vision; retirees who are eligible for Medicare shall select only the CMM 100 health plan.

**APPENDIX C**

<b>Years of Service</b>	<b>Employer Paid % of Retirees Premium</b>	<b>Employer Paid % of Spousal Coverage</b>
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%

**\*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007.**

**LETTER OF UNDERSTANDING**

I. In lieu of Martin Luther King Day, the parties have agreed that four (4) personal holidays (instead of three) under Article 17.3 are available in 1990 and any other subsequent years to which the Agreement is extended.

II. It is mutually agreed that effective with the date of signing the Agreement in 1990, that any employees within the bargaining unit shall have any sick days which he/she have accrued over one hundred twenty (120), frozen, and these sick days may be used by the employee, but may not increase, until the maximum accumulation has dropped below one hundred twenty (120), then he/she shall once again be entitled to earn sick days up to the maximum accrual of one hundred twenty (120) days. If an employee should retire with an accumulation of sick days in excess of one hundred twenty (120), then he/she shall be entitled to a payment of up to 1/2 of all accumulated sick days.

\_\_\_\_\_  
Date

**COUNTY OF BAY**

By: \_\_\_\_\_  
Chairperson  
Bay County Board of Commissioners

By: \_\_\_\_\_  
Thomas L. Hickner  
Bay County Executive

By: \_\_\_\_\_  
John E. Miller  
Bay County Sheriff

**BAY COUNTY SHERIFF'S DEPT.  
CORRECTIONAL FACILITY  
OFFICERS AND RECORDS  
SPECIALISTS**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Committee

By: \_\_\_\_\_  
Committee

By: \_\_\_\_\_  
Lloyd Whetstone  
Staff Representative